

Exhibit G

**AMENDMENT NO. 4 TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This AMENDMENT NO. 4 TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement") dated as of July 7, 2021, by and among American Hotel Register Company, an Illinois corporation ("Borrower"), American Hotel Dutch Holding LLC, a Delaware limited liability company ("Dutch Holding"), Leahy Family International Incorporated, an Illinois corporation ("Leahy"; together with Dutch Holding and Borrower, collectively, the "Loan Parties" and each, individually, a "Loan Party"), and Wells Fargo Bank, National Association, a national banking association, as administrative agent for the Lenders ("Agent"), and the Lenders party hereto.

RECITALS:

WHEREAS, Agent, Lenders and Borrower have entered into certain financing arrangements pursuant to that certain Amended and Restated Credit Agreement dated as of March 14, 2019, among Agent, Borrower, and the Lenders from time to time party thereto (as amended hereby, and as the same may have heretofore been or may hereafter be further amended, supplemented, extended, renewed, restated, replaced or otherwise modified, the "Credit Agreement"); and

WHEREAS, Agent and Lenders have agreed to amend the Credit Agreement on the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. **Interpretation.** All capitalized terms used herein (including the recitals hereto) will have the respective meanings ascribed thereto in the Credit Agreement unless otherwise defined herein. The foregoing recitals, together with all exhibits attached hereto, are incorporated by this reference and made a part of this Agreement. Unless otherwise provided herein, all section and exhibit references herein are to the corresponding sections and exhibits of this Agreement.

SECTION 2. ACKNOWLEDGMENTS AND AGREEMENTS

2.1. **Acknowledgment of Obligations.** Each Loan Party hereby acknowledges, confirms and agrees that as of the close of business on June 24, 2021, (a) Borrower is indebted to Lenders in respect of the Revolving Loans in the principal amount of \$8,214,123.83, (b) Borrower is indebted to Lenders in respect of the Letter of Credit Obligations in the principal amount of \$0.00, (c) Borrower is indebted to Lenders in respect of Bank Product Obligations under Hedge Agreements in an amount not less than \$1,855,120.00 on a mark-to-market basis, and (d) Borrower is indebted to PNC Bank, National Association in respect of Bank Product Obligations under

existing purchasing cards in an amount not less than \$662.00. Each Loan Party hereby acknowledges, confirms and agrees that all such Loans, together with interest accrued and accruing thereon, and all fees, costs, expenses and other charges now or hereafter payable by Borrower to Lenders, are unconditionally owing by Borrower to Lenders, without offset, defense or counterclaim of any kind, nature or description whatsoever.

2.2. **Acknowledgment of Security Interests.** Each Loan Party hereby acknowledges, confirms and agrees that Agent has valid, enforceable and perfected liens upon and security interests in the Collateral heretofore granted to Agent, for the benefit of Agent and Lenders, pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by Agent, for the benefit of Agent, the Lender Group and the Bank Product Providers. After giving effect to this Agreement, neither the modification of the Credit Agreement effectuated pursuant to this Agreement nor the execution, delivery, performance or effectiveness of this Agreement impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred or requires that any new filings be made or other action be taken to perfect or to maintain the perfection of such liens.

2.3. **Acknowledgment of Default.** Each Loan Party hereby acknowledges and agrees that the Specified Default (as defined in Amendment No. 2) has occurred and is continuing, that such Specified Default constitutes an Event of Default and entitles Agent and Lenders to exercise their rights and remedies under the Credit Agreement, the other Loan Documents, and applicable law. Each Loan Party acknowledges that once an Event of Default (including the Specified Default) has occurred, no such Event of Default shall be deemed cured or cease to exist or cease to be continuing unless and until such Event of Default is waived in writing in accordance with the Credit Agreement. Each Loan Party hereby acknowledges and agrees that Agent and Lenders have the exercisable right to declare the Obligations to be immediately due and payable under the terms of the Credit Agreement and the other Loan Documents. Each Loan Party acknowledges that, except as set forth herein, Lenders are no longer obligated to make any disbursements of the Revolving Loans, issue any other or further Letters of Credit, or extend any other financial accommodations to Borrower.

2.4. **No Waivers; Reservation of Rights.** Agent and Lenders have not waived, are not by this Agreement waiving, and have no intention of waiving, any Events of Default which may be continuing on the date hereof or any Events of Default which may occur after the date hereof. Agent and Lenders reserve the right, in their discretion, to exercise any or all of their rights and remedies under the Credit Agreement and the other Loan Documents as a result of any other Events of Default occurring at any time. Agent and Lenders have not waived any of such rights or remedies, and nothing in this Agreement, and no delay on their part in exercising any such rights or remedies, may or will be construed as a waiver of any such rights or remedies.

SECTION 3. AMENDMENTS TO CREDIT AGREEMENT

The Credit Agreement is hereby amended as follows:

3.1. The definition of "Maximum Revolver Amount" in Section 1.1 of the Credit Agreement is hereby amended by replacing the reference to "\$62,500,000" therein with "\$17,500,000".

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each Loan Party hereby represents, warrants and covenants as follows:

4.1. **Binding Effect of Documents.** This Agreement has been duly authorized, executed and delivered to Agent and Lenders by such Loan Party, is enforceable in accordance with its terms and is in full force and effect. Each Loan Party hereby acknowledges, confirms and agrees that this Agreement constitutes a Loan Document.

4.2. **No Conflict.** The execution, delivery and performance of this Agreement by such Loan Party will not violate any requirement of law or contractual obligation of such Loan Party and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues.

SECTION 5. CONDITIONS TO EFFECTIVENESS OF CERTAIN PROVISIONS OF THIS AGREEMENT

(a) The Agreement will be effective immediately following the execution of this Agreement and satisfaction of the following conditions precedent:

(b) Agent's receipt of this Agreement, duly authorized, executed and delivered by the Loan Parties;

(c) Agent's receipt of all fees and other amounts payable on or prior to the closing date of this Agreement, including all reasonable and documented attorneys', consultants' and other professionals' fees and expenses incurred by Agent on or before the date hereof to the extent invoiced on or prior to the date hereof, pursuant to the Credit Agreement and each other Loan Document; and

(d) Agent's receipt of all other documents in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to Agent and Lenders.

SECTION 6. MISCELLANEOUS

Section 8 of the Forbearance Amendment is hereby incorporated by reference into this Agreement *mutatis mutandis* and shall apply hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

LOAN PARTIES:

American Hotel Register Company, as Borrower

By: 

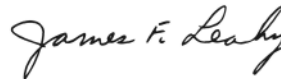
Name: Robert W. Baker
Title: Secretary

American Hotel Dutch Holding LLC, as a Guarantor

By: 

Name: Robert W. Baker
Title: Secretary

Leahy Family International Incorporated, as a
Guarantor



By:
Name: James F. Leahy
Title: President

Wells Fargo Bank, National Association, as Agent and as
a Lender

By: **Anthony Vizgirda** Digitally signed by Anthony
Vizgirda
Date: 2021.06.25 09:42:57 -05'00'
Name: Anthony Vizgirda
Title: Senior Vice President

PNC Bank, National Association, as a Lender

By: _____
Name: _____
Title: _____

Wells Fargo Bank, National Association, as Agent and as
a Lender

By: _____
Name: _____
Title: _____

PNC Bank, National Association, as a Lender

By: *Daniela Piemonte*
Name: Daniela Piemonte
Title: Vice President